ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

Cap. 33.

An Act for rendering effectual an Agreement entered into by the Dean and Chapter of *Worcester* for enfranchising certain Lands and Hereditaments situate in the Parish of *Stoke Prior* in the County of *Worcester*, and Parcel of the Manor of *Stoke Prior*, and for other Purposes.

[13th *August* 1836.]

WHEREAS the Right Reverend Father in God *George* Lord Bishop of *Rochester*, Dean of the Cathedral Church of *Christ* and the Blessed *Mary* the Virgin of *Worcester*, and the Chapter of the same Church, are seised to them and their Successors, Dean and Chapter of the same Church, of and in the Manor of *Stoke Prior* in the County of *Worcester*: And whereas *Matthias Attwood* of *Gracechurch Street* in the City of *London*, Esquire, *Henry Jephson* of *Leamington* in the County of *Warwick*, Doctor of Medicine, *William Matthews* of *Kingswinford* in the County of *Stafford*, Esquire, and *George Greenwood* of *Fenchurch Street* in the City of *London*, Esquire, are seised of or entitled to, for an Estate of Inheritance at the Will of the Lord and according to the Custom of the said Manor of *Stoke Prior*, certain Copyhold or Customary Lands and Hereditaments, Parcel of the same Manor, under the annual Rent of One Shilling, and the Services therefore due and of right accustomed, and the said *Matthias Attwood*, *Henry Jephson*, *William Matthews*, and *George Greenwood* are so seised or entitled in Trust for "The *British* Alkali Company," and the said Copyhold or Customary Land

and Hereditaments of which the said *Matthias Attwood*, *Henry Jephson*, *William Matthews*, and *George Greenwood* are so seised or entitled are specified in the Schedule hereunder written: And whereas by an Agreement made the Fifteenth Day of *June* One thousand eight hundred and thirty-six between the Right Reverend Father in God *George* Lord Bishop of *Rochester*, Dean of the Cathedral Church of *Christ* and the Blessed *Mary* the Virgin of *Worcester*, and the Chapter of the same Church, of the one Part, and *Francis Rufford* of *Stourbridge* in the County of *Worcester*, Esquire (as Agent for and on behalf of the Trustees of the *British* Alkali Company), of the other Part, the said Dean and Chapter as Lords of the Manor of *Stoke Prior* in the said County of *Worcester*, in consideration of the Sum of One thousand five hundred Pounds to be paid to them by the said *Francis Rufford* as therein-after mentioned, did thereby contract and agree with the said *Francis Rufford* as such Agent as aforesaid to enfranchise, sell, and dispose of, by such Conveyance, Deeds, Instruments, or other Assurances as the Council of the said Company should advise, and the Council of the Dean and Chapter approve of, all the Estate and Interest of the said Dean and Chapter as Lords of the Manor of *Stoke Prior* aforesaid of and in all that Piece of Land called *Lower Leasow*, containing Eight Acres One Rood and Thirty-six Perches or thereabouts, situate in the Manor and Parish of *Stoke Prior*, with all the Erections and Buildings lately erected thereon, and then used for manufacturing Soda and other Articles (being the Copyhold or Customary Land and Hereditaments specified in the Schedule hereunder written), together with all and singular the Mines, Rocks of Salt, and other Minerals under the same, and all Rights, Royalties, Privileges, and Appurtenances to the same belonging; and it was thereby mutually agreed and declared by and between the said Parties that the Title of the Dean and Chapter as Lords of the Manor should be admitted without Proof, that the said *Francis Rufford* or the Trustees of the said *British* Alkali Company should as soon as possibly might be apply to Parliament for an Act to enable the said Dean and Chapter to enfranchise the said Land and Premises, and that such Act of Parliament, and all other Acts, Deeds, Conveyances, and Assurances, whether to enable the Dean and Chapter to enfranchise or in enfranchising the said Land and Premises, should be borne by the said *Francis Rufford* or the Trustees of the said Company; and further, that in case the said Dean and Chapter should not be enabled from any Cause whatever to enfranchise the said Lands and Premises by the First Day of *September* One thousand eight hundred and thirty-seven, then that the said *Francis Rufford* or the Trustees of the said *British* Alkali Company should not call upon the said Dean and Chapter for any Costs and Charges the said Company may have been put unto in applying for the said Act, or otherwise touching or concerning the said Agreement now in recital, nor should the said Dean and Chapter be liable either at Law or in Equity to any Action or Suit arising from the Non-completion of that Agreement, except the same should have arisen from their wilful Neglect, nor should the said *Francis Rufford* or the Trustees of the said Company be called upon by the said Dean and Chapter to pay the said Sum of One thousand five hundred Pounds or any Interest for the same, it being thereby intended that in case the said Enfranchisement should not be completed by the said First Day of *September* One thousand eight hundred and thirty-seven, the Dean and Chapter should not be entitled to the said Sum of One thousand five hundred Pounds, or to any Interest for the same;

Agreement, dated 15th June 1836.

same; and lastly, that the said Consideration Money or Sum of One thousand five hundred Pounds should be paid to the said Dean and Chapter at the Time when the said Enfranchisement should take place; but in case the same should be delayed beyond the Twenty-fifth Day of *December* next, from any Cause whatsoever, then the said *Francis Rufford* should, unless the said Dean and Chapter should not be entitled thereto in the event before mentioned, pay Interest for the said Sum of One thousand five hundred Pounds after the Rate of Five Pounds *per Centum per Annum* until the Completion thereof; and the said *Francis Rufford* did thereby contract and agree with the said Dean and Chapter that the said *British* Alkali Company should become the Purchasers of the said Manorial Rights of and in the said Land and Premises at the Price and upon the Terms therein contained, and should pay the said Purchase Money in the Manner therein-before mentioned; and it was by the said Agreement provided and declared that the said Dean and Chapter should be entitled to the Interest of the said Sum of One thousand five hundred Pounds in the same Manner as they now are to the Fines payable on Admission or Alienation of the said Property; and if, from any Cause in the Progress of the said Bill for the Enfranchisement of the said Lands and Premises, any Clause for the Appropriation of the said Sum of One thousand five hundred Pounds upon any other or different Trusts and Purposes should be required to be inserted in such Bill, that then and in such Case the said Dean and Chapter should not be compelled to proceed further with the said Agreement now in recital, but every Clause, Matter, or Thing in the said Agreement contained should be void, and all Costs and Charges the said *Francis Rufford* or the said Company should have incurred should be borne by them, any thing therein contained to the contrary notwithstanding: And whereas it would be greatly to the Advantage of the said Dean and Chapter if the said Enfranchisement so agreed to be made by the said Dean and Chapter as aforesaid were carried into effect; but such Purpose cannot be effected without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said Lord Bishop of *Rochester*, Dean of the said Cathedral Church, and the Chapter of the said Church, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *British* Alkali Company, at any Time on or before the Twenty-fifth Day of *September* next after the passing of this Act, to pay or cause to be paid the Sum of One thousand five hundred Pounds Sterling unto the Right Honourable *John Reginald* Earl *Beauchamp* and *John Burder* of *Parliament Street*, *Westminster*, Esquire, their Executors or Administrators, or the Trustees or Trustee who for the Time being shall be substituted in the Place or Stead of them or of either of them under the Provision herein-after in that Behalf contained, or their or his Executors or Administrators; and that from and immediately after the said Sum of One thousand five hundred Pounds shall be so paid as aforesaid all and every the Copyhold or Customary Lands, Erections, and Buildings described in the Schedule hereunder written, together with all and singular the Mines, Rocks of Salt, and other Minerals under the same, and all Rights, Royalties, Privileges, and Appurtenances to the same belonging or in anywise appertaining, and the Reversion and Reversions, Remainder and

British Alkali Company may pay the Sum of 1,500*l.* to Trustees before 25th Sept. 1836, upon which the Hereditaments specified in the Schedule to become vested in them.

and Remainders, yearly and other Rents, Issues, and Profits of all and singular the said Copyhold or Customary Land, Erections, Buildings, and Hereditaments, shall be enfranchised, and be thenceforth vested in the said *Matthias Attwood*, *Henry Jephson*, *William Matthews*, and *George Greenwood*, their Heirs and Assigns for ever, in Trust for "The *British* Alkali Company," as Part of the Funds and Property of the said Company, conformably to the Provision of the Deed of Settlement of the said Company, and to be from Time to Time conveyed and disposed of accordingly; and the said *Matthias Attwood*, *Henry Jephson*, *William Matthews*, and *George Greenwood*, their Heirs and Assigns, shall thenceforth hold the same in Free and Common Soccage, absolutely freed and discharged from all Rents, Heriots, Suits and Services of Court, and all Customs and Customary Tenure and Services whatsoever, which otherwise might have thenceforth become due or in any Manner payable to the Lord or Lords or Lady or Ladies for the Time being of the said Manor of *Stoke Prior* aforesaid for or in respect of the said Land, Erections, Buildings, and Hereditaments, or any Part or Parcel thereof; but nevertheless the said Land, Erections, Buildings, and other Hereditaments shall be thenceforth held of the Lord or Lords, Lady or Ladies for the Time being of the said Manor of *Stoke Prior* in Free and Common Soccage, under and subject to the annual Rent of One Shilling, and also under and subject to the same Suit and Service, except Heriots, as the other Freehold Tenants of the same Manor of *Stoke Prior* hold their respective Lands and Tenements of the Lord or Lords, Lady or Ladies of the said Manor; and the said annual Rent of One Shilling shall be a Rent Service, and shall be Parcel of and appendant and appurtenant to the said Manor of *Stoke Prior*; and the said annual Rent of One Shilling and the said Suit and Services shall and may be respectively recovered and enforced in the same Manner in every respect as the Rents, Suit and Services respectively payable and demandable from the other Freehold Tenants of the said Manor of *Stoke Prior*: Provided nevertheless, that the Enfranchisement of the said Lands, Erections, Buildings, and Hereditaments shall not take away or destroy any Rights of Common, or other Rights, Liberties, and Privileges, (not being Customary Rights, Liberties, and Privileges,) annexed or appurtenant to such Land, Erections, and Hereditaments, or lawfully claimed or enjoyed in respect thereof immediately previous to and at the Time of passing this Act.

The Receipts of the Trustees to be a sufficient Discharge.

II. And be it further enacted, That the Receipt or Receipts of the Trustees or Trustee to whom the said Sum of One thousand five hundred Pounds is to be paid, under the Provision herein-before in that Behalf contained, shall be a good and effectual Discharge or good and effectual Discharges for the same; and the said *British* Alkali Company, and the said *Matthias Attwood*, *Henry Jephson*, *William Matthews*, and *George Greenwood*, their Heirs, Executors, Administrators, and Assigns, or any of them, shall not be bound to see to the Application or be answerable or accountable for any Misapplication or Nonapplication of the said Sum of One thousand five hundred Pounds or any Part thereof.

Trustees to apply the said Sum of 1,500*l.* in repairing the

III. And be it further enacted, That the Trustees or Trustee to whom the said Sum of One thousand five hundred Pounds is to be paid under the Provisions herein-before in that Behalf contained shall pay, apply, and dispose of the same in discharge of the Costs, Charges, and Expences incurred

incurred by them or him in carrying into effect the Trusts and Directions hereby respectively created and made, and shall pay, apply, and dispose of the Residue of the said Sum of One thousand five hundred Pounds, after Payment of such Costs, Charges, and Expences as aforesaid, for the Repairs and Improvements of the said Cathedral Church of *Christ* and the Blessed *Mary* the Virgin of *Worcester*, and of the Buildings thereto belonging, or in the Purchase and Removal of any Houses or Buildings or other Obstructions near or adjoining thereto, for the Purpose of improving the Access to the said Cathedral, in such Manner as the said Dean and Chapter and their Successors shall from Time to Time by Writing under their Common Seal order and direct.

Cathedral Church of Worcester.

IV. And be it further enacted, That in the meantime and until the said Sum of One thousand five hundred Pounds shall be required for the Purpose of paying for any such Costs, Charges, Expences, Repairs, Improvements, Purchases, or Removals as aforesaid, the said Sum of One thousand five hundred Pounds, or so much thereof as shall not for the Time being be required for such Purpose, shall be laid out by the said Trustees or Trustee for the Time being in the Purchase in their or his Names or Name of Navy, Victualling, Transport, or Exchequer Bills; and the Interest arising from the Bills to be purchased, and the Monies received for the same as they respectively shall be paid off by Government, shall be laid out in the Names or Name of the said Trustees or Trustee for the Time being in the Purchase of other Navy, Victualling, Transport, or Exchequer Bills; and the Monies arising from the Sale of the Navy, Victualling, Transport, or Exchequer Bills to be purchased or to be received for the same, as they respectively shall be paid off by Government, shall be paid, applied, and disposed of for the same Purposes and in the same Manner in every respect as the said Sum of One thousand five hundred Pounds is herein-before directed to be paid, applied, and disposed of.

Until wanted for the Purpose of such Repairs, the said Sum of 1,500*l.* to be invested in Government Bills.

V. Provided always, and be it further enacted, That if the Trustees hereby appointed or to be appointed as herein-after mentioned, or either of them, or their or either of their Executors or Administrators, shall die, or desire to be discharged from, or shall refuse or decline or become incapable to act in the Trusts hereby reposed in them or him respectively, or shall go out of *Great Britain*, before the said Trusts shall be fully performed and executed, then and so often as the same shall happen it shall be lawful for His Majesty's High Court of Chancery, on Motion or Petition in a summary Way by the said Dean and Chapter and their Successors, from Time to Time to nominate and appoint any Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing or declining or becoming incapable to act, or going out of *Great Britain* as aforesaid; and when and so often as any Trustee or Trustees shall have been nominated and appointed in manner aforesaid all the said Trust Monies, and the Navy, Victualling, Transport, and Exchequer Bills, which shall be then vested in the Trustee or Trustees so dying, or desiring to be discharged, or refusing or declining or becoming incapable to act, or going out of *Great Britain* as aforesaid, either solely or jointly with any other Trustees or Trustee upon the Trusts aforesaid, shall thereupon with all convenient Speed be respectively paid and transferred in such Manner as

Power of Appointment of new Trustees.

as to become legally and effectually vested in the surviving or continuing Trustees or Trustee and such newly-appointed Trustees, or in such new or other Trustee or Trustees only, as the Case may require, upon the same Trusts, Intents, and Purposes as are herein-before expressed or contained or declared of and concerning the same, or such and so many of the same Trusts, Intents, and Purposes as shall be then subsisting or capable of taking effect; and such new Trustees or Trustee shall and may in all Things act in the Execution of the Trusts hereby created as fully and effectually, and with all the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

Court of Chancery may tax Costs.

VI. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Order or Orders as the said Court shall think fit for taxing and settling all Costs, Charges, and Expences which shall be incurred in making the necessary Applications to the said Court of Chancery in pursuance of this Act, and also from Time to Time to make an Order, if to the said Court it should seem fit, for the Payment of all such Costs, Charges, and Expences, out of the said Sum of One thousand five hundred Pounds so to be paid by the said *British* Alkali Company as aforesaid, or out of the Monies arising by the Sale of the said Navy, Victualling, Transport, or Exchequer Bills to be so purchased as aforesaid, or to be received for the same, as they respectively shall be paid off by Government, and to make such further Order or Orders in the said Matter as to the said Court shall seem just.

General Saving.

VII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said Dean and Chapter and their Successors, and the *British* Alkali Company, and the said *Matthias Attwood*, *Henry Jephson*, *William Matthews*, and *George Greenwood*, and their Heirs and Assigns,) all such Estate, Right, Title, Interest, Claim, and Demand of and in, to, and out of the said Lands, Erections, Buildings, and Hereditaments specified in the said Schedule hereunder written, as they or any of them had before the making of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

Act to be printed by the King's Printers.

VIII. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom; and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The

The SCHEDULE to which this Act refers.

All that Piece or Parcel of Land called by the Name of the Lower Leasow, containing Eight Acres One Rood and Thirty-six Perches, or thereabouts, little more or less, together with all Erections and Buildings now standing and being thereon, and now used for the manufacturing of Soda, Soap, Salt, and other Articles, together with all Appurtenances thereto belonging, and also all Messuages, Dwelling Houses, or Cottages, and all other Buildings erected or hereafter to be erected thereon, and all Fixtures, Machinery, Engines, Articles, and Things whatsoever affixed to the said Hereditaments or any Building thereon.

John Hill Clifton.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1836.